

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.
WAYNE STENEHJEM,
ATTORNEY GENERAL,

Civil No. **07 C 2820**

Petitioner,

-VS-

ORDER OF APPROVAL

GREAT VACATION DESTINATIONS, INC.)

Respondent.)

CPAT 050413.004

Pursuant to the authority of this Court provided in N.D.C.C. § 51-15-06.1,

IT IS HEREBY ORDERED that the attached Assurance of Voluntary Compliance
is approved as an assurance of discontinuance as specified in N.D.C.C. § 51-15-06.1.

The Clerk of Court shall receive and file this Assurance of Voluntary Compliance.

Dated this 20 day of December, 2007.

BY THE COURT:

Judge of the District Court

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Clerk of Court, Burleigh Co.

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STATE OF NORTH DAKOTA

IN DISTRICT COURT

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SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.)
WAYNE STENEHJEM,)
ATTORNEY GENERAL,)

Civil No. **07 C 2820**

Petitioner,)

-vs-

**ASSURANCE OF
VOLUNTARY COMPLIANCE**

GREAT VACATION DESTINATIONS, INC.)

Respondent.)

CPAT 050413.004 v2

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To the entity identified below, hereinafter "Respondent":

Great Vacation Destinations, Inc.
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431
888-727-2345
561-912-8000
561-912-8100 (fax)
561-912-8299 (fax)
800-456-2582
www.greatvacationoffer.com

WHEREAS Wayne Stenehjem, Attorney General of the State of North Dakota ("Attorney General"), acts in the public interest pursuant to North Dakota Century Code ("N.D.C.C.") chs. 51-15 (commonly referred to as the Consumer Fraud Statute), 51-18 (commonly referred to as the Home Solicitation Statute) and 53-11 (commonly referred to as the Contest Prize Notice Statute); and

WHEREAS Respondent has engaged in the business of soliciting and selling merchandise, as those terms are defined in N.D.C.C. § 51-15-01, and consumer goods

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or services as that term is defined in § 51-18-01, in the State of North Dakota, namely soliciting and selling travel packages in conjunction with time-share property sales; and

WHEREAS N.D.C.C. ch. 51-15 prohibits the act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby and further it is a deceptive act or practice in violation of that chapter for any person to provide assistance or support to any person engaged in any act or practice in violation of that chapter when the person providing assistance or support knows or consciously avoids knowing that the other person is engaged in an act or practice in violation of that chapter; and

WHEREAS N.D.C.C. ch. 51-18 regulates home solicitation sales and requires, among other things, that sellers provide North Dakota consumers with both oral and written cancellation rights; and

WHEREAS N.D.C.C. ch. 53-11 regulates, among other things, certain required disclosures with respect to the awarding of prizes under North Dakota law; and

WHEREAS, Respondent is a wholly-owned subsidiary of Bluegreen Corporation, Boca Raton, Florida; and

WHEREAS, the Attorney General has received one or more consumer complaints and/or other information indicating Respondent, through their agent Sharon R. Pincous dba SRP Enterprises, Inc. may have engaged in conduct not in compliance with North Dakota law; and

WHEREAS, Respondent contends Sharon R. Pincous dba SRP Enterprises, Inc. failed to comply with Respondent's own internal controls and procedures; and

WHEREAS the Attorney General has determined that in the public interest an investigation should be conducted into the activity of Respondent to ascertain whether violations of chs. 51-15, 51-18 and/or 53-11 have occurred; and

WHEREAS the parties desire to settle the alleged violations, without an admission or finding of liability on the part of Respondent;

NOW THEREFORE it is hereby agreed:

1. This Assurance of Voluntary Compliance shall constitute the statutory assurance of discontinuance as provided in N.D.C.C. § 51-15-06.1. Respondent acknowledges *in personam* jurisdiction in North Dakota for purposes of this Assurance of Voluntary Compliance. Nothing in this Assurance of Voluntary Compliance is intended to waive any rights or private remedies available to consumers. See also N.D.C.C. § 51-15-09. Respondent is liable for all amounts due, or which may become due, pursuant to this Assurance of Voluntary Compliance.

2. Respondent, all directors, officers, principals, employees, agents, contractors, servants and all other persons in active concert or participation with it, whether directly or indirectly, voluntarily agree to be and are permanently enjoined from engaging in violations of North Dakota law.

3. Respondent, upon execution of this agreement, to the extent, if any, they have not already done so, will identify (including but not limited to name, address, telephone number, e-mail address and any other contact information) and will issue

refunds to all North Dakota consumers to whom Respondent has made sales and who request refunds.

4. Respondent agrees it will comply with this Assurance of Voluntary Compliance and further acknowledges and agrees any violations of this Assurance of Voluntary Compliance may be punishable as contempt of court pursuant to N.D.C.C. ch. 27-10. Further, Respondent may be subject to all other civil penalties and sanctions provided by law, including attorney fees and costs with respect to past violations of North Dakota law in addition to with respect to any new violations. Respondent agrees to pay a civil penalty of at least \$500 per violation for any violations of this Assurance of Voluntary Compliance, or any future violations of N.D.C.C. chs. 51-15, 51-18 or 53-11; provided, however, the Attorney General shall not be precluded from seeking more than \$500 per violation, or any other remedies provided in N.D.C.C. ch. 51-15 or other North Dakota law. Respondent agrees that in the event of violation of this Assurance of Voluntary Compliance, the Attorney General may pursue all claims and complaints – past, present and future – against Respondent, as well as retain any payments already made.

If Respondent is adjudged in contempt of court for violations of this Assurance of Voluntary Compliance, adjudged in violation of this Assurance of Voluntary Compliance or adjudged in violation of N.D.C.C. chs. 51-15, 51-18 and/or 53-11, Respondent shall also be responsible for payment to the Attorney General for reasonable investigation costs, expenses and attorney fees.

5. Upon execution of this agreement, Respondent shall make a payment to the Attorney General in the sum of \$2,500 dollars in lieu of civil penalties, investigation

costs and attorney fees. Payment shall be the form of a check or money order payable to **Office of Attorney General – North Dakota**, and delivered to:

Consumer Protection
& Antitrust Division
Office of Attorney General
4205 State Street
Bismarck, ND 58503-0623
Attn: JPThomas

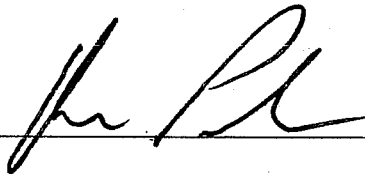
6. In the event of a breach of this Assurance of Voluntary Compliance, the Attorney General may make application to a State of North Dakota District Court to have all amounts still owing under the Assurance of Voluntary Compliance entered as a formal judgment so it may be filed on the judgment roll and docketed pursuant to North Dakota law. See N.D.C.C. §§ 28-20-11, -12 and -13. Respondent agrees that an Affidavit of Non-Compliance of the Office of Attorney General shall be *prima facie* evidence of each violation of this Assurance of Voluntary Compliance.

7. The signer below represents it is competent and fully authorized to act on behalf of Respondent. Respondent acknowledges it has been provided the opportunity to review this Assurance of Voluntary Compliance with an attorney, understands the implications and obligations imposed by it and has freely and knowingly entered into this Assurance of Voluntary Compliance rather than contest the allegations on the merits. Respondent further acknowledges and agrees this Assurance of Voluntary Compliance may be approved by and filed with the State of North Dakota District Court without any further notice or hearing. Signatures transmitted electronically or via facsimile by Respondents shall be deemed the equivalent of original signatures; this document may be executed in counterparts, with each counterpart deemed an original.

GREAT VACATION DESTINATIONS, INC.

(including all "doing business as" names, formal corporate names, fictitious names of any kind or any variations of the same)

By:



ANTHONY M. PULEO

(print name)

VICE PRESIDENT

(Title)

STATE OF

FLORIDA

COUNTY OF

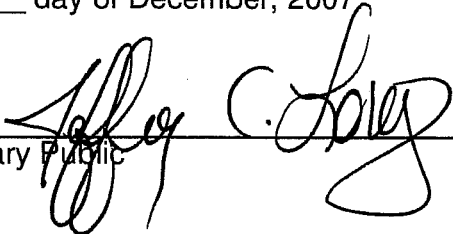
PALM BEACH

} ss

Subscribed and sworn to before me this

13 day of December, 2007

Notary Public



NOTARY PUBLIC-STATE OF FLORIDA
Jeffrey C. Lorenz
Commission # DD474902
Expires: SEP 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.



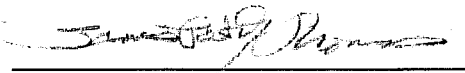
This Assurance of Voluntary Compliance is hereby received and accepted.

Dated this 14th day of December, 2007.

STATE OF NORTH DAKOTA

Wayne Stenehjem
Attorney General

By:



James Patrick Thomas

ID No. 06014

Assistant Attorney General

Consumer Protection and

Antitrust Division

Office of Attorney General

4205 State Street

PO Box 1054

Bismarck, ND 58502-1054

(701) 328-5570

Attorneys for Petitioner